

ATTACHMENT M

ARTICLE III IMPLEMENTATION AGREEMENT
SUMMIT COUNTY

This Agreement is entered into between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS (Denver Water); and the BOARD OF COMMISSIONERS OF THE COUNTY OF SUMMIT (County).

RECITALS

1. Denver Water and the County have entered into the Colorado River Cooperative Agreement, dated September 26, 2013 (Cooperative Agreement) with numerous other West Slope entities (*West Slope Signatories*) that resolved longstanding issues between the parties.
2. This Agreement is intended to facilitate future water deliveries by describing in a single document separate from the Cooperative Agreement the water supply benefits Denver Water has committed to the County in Article III of the Cooperative Agreement.
2. Italicized terms in this Agreement shall have the same meaning as the corresponding term in the Cooperative Agreement.

NOW THEREFORE, Denver Water and the County agree as follows:

1. Pursuant to Article III of the Cooperative Agreement, the County will receive the following water supply benefits:
 - a. Upon *Resolution of Blue River Decree Issues*, Denver Water will provide to the County 56 acre-feet of "Dillon Storage Water" annually pursuant to Article III(B)(7) of the Cooperative Agreement.
 - b. Upon *Resolution of Blue River Decree Issues*, Denver Water will provide to the County 134 acre-feet of water annually from the "Additional 1493 Acre Feet", pursuant to Article III(B)(14) of the Cooperative Agreement. The County shall provide *Replacement Water* to Denver Water in accordance with Article III(B)(14)(b).
 - c. Upon *Resolution of Blue River Decree Issues*, Denver Water will make available to the County from the "Additional 1493 Acre Feet" an unallocated future supply pool of 175 acre feet of water per year, pursuant to Article III(B)(14) of the Cooperative Agreement. The pool will be administered by a board as described in footnote 2 to Article III(B)(14). Any recipient of water from the pool shall provide *Replacement Water* to Denver Water in accordance with Article III(B)(14)(b).

ATTACHMENT M

- d. Accounting for the water provided to the County will be the collective responsibility of the water users listed in Article III(B)(14)(a) of the Cooperative Agreement, in accordance with the terms of Article III(B)(14)(c).
 - e. A representative of County will serve on the committee established under Article III(B)(3) of the Cooperative Agreement to select *Environmental Enhancement projects* eligible for 50% matching funds from the \$1 million deposited by Denver Water into a fund for that purpose. If the committee cannot unanimously agree on a project or projects, County will be entitled to use one-fifth of the funds for a 50% match for an *Environmental Enhancement project* selected by the County.
- 2. Venue for resolution of any dispute of water matters under this Agreement resulting in litigation shall be the District Court, Colorado, for the appropriate Water Division or federal district court, as appropriate under the Blue River Decree. Venue for all other matters under this Agreement resulting in litigation shall be the Colorado District Court for the county in which any defendant resides. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.
 - 3. For the purposes of this Agreement, any notice shall be deemed received on the day the written notice is placed in the U.S. Mail, first class postage prepaid, addressed as follows:

To Denver Water:

Denver Water Board
Attention: Manager
1600 West 12th Avenue
Denver, CO 80204

To County:

County Manager
208 E. Lincoln Avenue
P.O. Box 68
Breckenridge, CO 80424

- 4. This Implementation Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which shall constitute one and the same. Such counterparts may be transmitted by facsimile, the facsimile to have full force and effect as if it were an original.
- 5. Nothing contained herein shall be construed to be a waiver or partial waiver of the Parties' governmental immunity.

ATTACHMENT M

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the 14th
day of November, 2012.

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

ATTEST:

[Signature]
Secretary

[Signature]
President

APPROVED AS TO FORM:

[Signature]
Legal Division

REGISTERED AND COUNTERSIGNED:
Dennis J. Gallagher, Auditor
CITY AND COUNTY OF DENVER

By: [Signature]
Deputy Auditor

SUMMIT COUNTY

[Signature]

Title: Chairman